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7 **UNITED STATES DISTRICT COURT**
8 **WESTERN DISTRICT OF WASHINGTON**

9 **AT SEATTLE**
10

11 **JACOB PETERSON,**) Case No.
12 Plaintiff,))
13 vs.) **COMPLAINT FOR VIOLATION**
14) **OF FEDERAL FAIR DEBT**
15 **ALLIANCEONE RECEIVABLES)**) **COLLECTION PRACTICES ACT**
16 **MANAGEMENT, INC.,**))
17 Defendant.))
18

19 **NATURE OF ACTION**
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21 1. This is an action brought under the Fair Debt Collection Practices
22 Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*
23

24 **JURISDICTION AND VENUE**
25

26 2. This Court has jurisdiction under 15 U.S.C. § 1692k(d) and 28
U.S.C. § 1331.
27

28 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1331(b),
COMPLAINT FOR VIOLATIONS OF THE FAIR
DEBT COLLECTION PRACTICES ACT-1

WEISBERG & MEYERS, LLC
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1 where the acts and transactions giving rise to Plaintiff's action occurred in this
2 district, (where Plaintiff resides in this district), and/or where Defendant transacts
3 business in this district.

5 **PARTIES**
6

7 4. Plaintiff, Jacob Peterson ("Plaintiff"), is a natural person who at all
8 relevant times resided in the State of Washington, County of King, and City of
9 Renton.
10

11 5. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3).
12

13 6. Defendant, AllianceOne Receivables Management, Inc.
14 ("Defendant") is an entity who at all relevant times was engaged, by use of the
15 mails and telephone, in the business of attempting to collect a "debt" from
16 Plaintiff, as defined by 15 U.S.C. § 1692a(5).
17

18 7. Defendant is a "debt collector" as defined by 15 U.S.C. § 1692a(6).
19

20 **FACTUAL ALLEGATIONS**
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22 8. Plaintiff is a natural person obligated, or allegedly obligated, to pay a
23 debt owed or due, or asserted to be owed or due a creditor other than Defendant.
24

25 9. Plaintiff's obligation, or alleged obligation, owed or due, or asserted
26 to be owed or due a creditor other than Defendant, arises from a transaction in
27 which the money, property, insurance, or services that are the subject of the
28

1 transaction were incurred primarily for personal, family, or household purposes.
2 Plaintiff incurred the obligation, or alleged obligation, owed or due, or asserted to
3 be owed or due a creditor other than Defendant.
4

5 10. Defendant uses instrumentalities of interstate commerce or the mails
6 in a business the principal purpose of which is the collection of any debts, and/or
7 regularly collects or attempts to collect, directly or indirectly, debts owed or due,
8 or asserted to be owed or due another
9

10 11. On August 21, 2006, Plaintiff entered into an Apprentice Scholarship
11 Agreement (“Agreement”) with Puget Sound Electrical Apprenticeship and
12 Training Trust (“Puget”), and paragraph 8 of said Agreement states, in relevant
13 part:
14

15 “If the apprentice breaches this Agreement, all amounts due and
16 owing on the Scholarship Loan, reduced by any credit received by
17 the Apprentice pursuant to paragraph 7 hereof, or by any cash
18 payments made, will become immediately due and payable, together
19 with interest at the prime interest rate then prevailing at Key Bank in
20 Seattle, Washington, from the date of this Agreement, and all costs
21 of collection hereof, including reasonable attorneys’ fees and all
22 court costs.” [Emphasis Added]

23 See contract attached hereto as, Exhibit A.

24 12. Plaintiff allegedly breached said Agreement in or about
25 September of 2010, at which time the prevailing prime interest rate was
26

1 3.25%.

2 13. In connection with collection of an alleged debt in default
3 resulting from an alleged breach of the Agreement, Defendant sent Plaintiff
4 initial written communication on June 6, 2011, and in such communication,
5 demanded a total of \$8767.26, including \$17.26 of “Assigned Interest,” and
6 \$0.00 of “Post-Assigned Interest.” *See* correspondence attached hereto as,
7 Exhibit B.
8

9 14. After receiving the June 6, 2011 initial written communication from
10 Defendant, Plaintiff called Defendant to inquire about the interest rate, and during
11 such conversation, Defendant told Plaintiff that he was being charged “1.2% per
12 month.”
13

14 15. In early to mid-September, Defendant’s agent and/or employee Hart
15 Montgomery called Plaintiff, and at such time, told Plaintiff that interest was
16 being charged at 1.2% per month.
17

18 16. Defendant sent Plaintiff subsequent written communication dated
19 September 26, 2011, and in such communication, demanded a total of \$8035.41,
20 including \$337.11 of “Post-Assigned Interest,” and reflecting payments received
21 in the amount of \$1051.70. *See* correspondence attached hereto as, Exhibit C.
22

17. Defendant's representation that \$337.11 in interest to had accrued from June 6, 2011 to September 26, 2011 equates to an interest rate of approximately 12.6% per annum, and an amount inconsistent with the written agreement that gives rise to the alleged debt.

18. On October 26, 2011, Defendant filed a lawsuit against Plaintiff demanding a judgment for \$8075.57, plus filing fees, costs, attorneys' fees, and any other amounts allowed by law. *See* pleading attached hereto as, Exhibit D.

19. In said lawsuit, Defendant falsely represented the amount of debt owed by demanding an amount higher than that which Defendant is entitled to under the Agreement.

20. Defendant's actions constitute conduct highly offensive to a reasonable person.

COUNT I
VIOLATION OF 15 U.S.C. § 1692e(2)(A)

21. Plaintiff repeats and re-alleges each and every allegation contained above.

22. Defendant violated 15 U.S.C. § 1692e(2)(A) by falsely representing the character, amount, or legal status of Plaintiff's debt.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Defendant violated 15 U.S.C. § 1692e(2)(A);
 - b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k, in the amount of \$1,000.00;
 - c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k;
 - d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in this action;
 - e) Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law;
 - f) Awarding such other and further relief as the Court may deem just and proper.

COUNT II
VIOLATION OF 15 U.S.C. § 1692e(10)

23. Plaintiff repeats and re-alleges each and every allegation contained above.

24. Defendant violated 15 U.S.C. § 1692e(10) by using false representations and deceptive practices in connection with collection of an alleged debt from Plaintiff..

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Defendant violated 15 U.S.C. § 1692e(10);

- 1 b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. §
2 1692k, in the amount of \$1,000.00;
3
4 c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k;
5
6 d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in
7 this action;
8
9 e) Awarding Plaintiff any pre-judgment and post-judgment interest as
10 may be allowed under the law;
11
12 f) Awarding such other and further relief as the Court may deem just
13 and proper.

14
15 **COUNT III**
16 **VIOLATION OF 15 U.S.C. § 1692f**

17 25. Plaintiff repeats and re-alleges each and every allegation contained
18 above.

19 26. Defendant violated 15 U.S.C. § 1692f by using unfair or
20 unconscionable means to collect or attempt to collect an alleged debt from
21 Plaintiff.

22 WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- 23
24 a) Adjudging that Defendant violated 15 U.S.C. § 1692f;
25
26 b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. §

1692k, in the amount of \$1,000.00;

- 2 c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k;
- 3 d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in
- 4 this action;
- 5 e) Awarding Plaintiff any pre-judgment and post-judgment interest as
- 6 may be allowed under the law;
- 7 f) Awarding such other and further relief as the Court may deem just
- 8 and proper.

12 **TRIAL BY JURY**

13 Plaintiff is entitled to and hereby demands a trial by jury.

14 Respectfully submitted this 1st day of June, 2012.

18 s/Jon N. Robbins
19 Jon N. Robbins
20 WEISBERG & MEYERS, LLC
21 Attorney for Plaintiff